

shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. U.S. South may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If U.S. South's acceleration of the project increases the cost of the project, then those additional charges will be incurred by U.S. South. Where allowed and where practical, U.S. South may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, U.S. South shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for U.S. South's permitted use, until such Remote Collocation Space is fully repaired and restored and U.S. South's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where U.S. South has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, U.S. South shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

13. Eminent Domain

- 13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and U.S. South shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

- 14.1 Attachment is not exclusive. U.S. South understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/U.S. South RATES – ALABAMA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$869.18 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$230.19 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.19 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.74 |
| PE1RE | Request for CLLI* | Per Premises Requested | N/A | \$75.11 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |

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| | | | | |
|-------|--------------|--|----|---|
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – FLORIDA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$874.14 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$232.50 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.20 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.45 |
| PE1RE | Request for CLLI* | Per Premises Requested | N/A | \$75.13 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/U.S. South RATES – GEORGIA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$931.61 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$224.82 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$25.88 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$229.02 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$74.22 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – KENTUCKY
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.91 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$224.41 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.60 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.82 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.13 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – LOUISIANA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.25 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$257.01 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.49 |
| PE1RE | Request for CLLI* | Per Premises Requested | N/A | \$75.02 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – MISSISSIPPI
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|-------------------------------------|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.60 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$241.11 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.43 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75:01 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/U.S. South RATES – NORTH CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|-------------------------------------|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$865.34 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$254.02 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.06 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$230.60 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$74.74 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELL SOUTH/U.S. South RATES – SOUTH CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$871.12 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$246.44 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.25 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$232.25 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.27 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – TENNESSEE
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|-------------------------------------|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$872.95 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$219.37 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.23 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$232.12 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.23 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and U.S. South agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and U.S. South shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. U.S. South should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for U.S. South to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. U.S. South will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the U.S. South space with proper notification. BellSouth reserves the

right to stop any U.S. South work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by U.S. South are owned by U.S. South. U.S. South will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by U.S. South or different hazardous materials used by U.S. South at BellSouth Facility. U.S. South must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by U.S. South to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and U.S. South will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and U.S. South will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, U.S. South must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and U.S. South shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, U.S. South agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. U.S. South further agrees to cooperate with BellSouth to ensure that U.S. South's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by U.S. South, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|---|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | <ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance | <ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660 |
| Transportation of | Compliance with all applicable | <ul style="list-style-type: none"> • Std T&C 450 |

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| hazardous material | <p>local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| <p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p> | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p> | <ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard) |
| Janitorial services | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom) |
| Manhole cleaning | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | <ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, U.S. South shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, U.S. South will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by U.S. South, BellSouth will provide U.S. South with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. U.S. South acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that U.S. South cancel its reservations of numbers. U.S. South shall comply with such request.
- 1.3. Further, upon U.S. South request and for the purposes of the resale of BellSouth's telecommunications services by U.S. South, BellSouth will reserve up to 100 telephone numbers per CLLIC, for U.S. South's sole use. Such telephone number reservations shall be transmitted to U.S. South via electronic file transfer. Until December 1, 2000, such reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. U.S. South acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for U.S. South's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry fora have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and

approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability (SPNP). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of U.S. South. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the U.S. South switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- 3.4 Rates
- Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2.1 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.2.2 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided

for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the BFR/NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end

user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

- 5.1 Once PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

6. Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP is handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.

6.3.2 During the 120-day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's

servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and U.S. South will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>.

6.6.1.1 BellSouth and U.S. South will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.4 BellSouth will provide ordering support for U.S. South's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by U.S. South outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

- 6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. True-up

- 7.1 **This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

- 7.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

- 7.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

- 7.4 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

- 7.5 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and U.S. South specifically or upon all carriers generally, such as a generic cost proceeding.

8. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2 of Attachment 2.

BELLSOUTH U.S. South RATES
SERVICE PROVIDER
NUMBER PORTABILITY

| DESCRIPTION | USOC | RATES BY STATE | | | | | | | | | |
|---|---------------------------------|----------------|----|----------|----|----------|----------|----------|----------|---------|--|
| | | AL | FL | GA | KY | LA | MS | NC | SC | TN | |
| RCF, per number ported (Business Line), 10 paths | TNPBL | NA | NA | NA | NA | NA | NA | \$2.25 | NA | NA | |
| RCF, per number ported (Residence Line), 6 paths | TNPBL | NA | NA | NA | NA | NA | NA | \$1.15 | NA | NA | |
| RCF, per number ported (Business Line) | TNPBL | \$2.13 | NA | \$2.03 | NA | \$2.29 | \$2.34 | \$1.66 | \$2.17 | \$1.50 | |
| NRC - Electronic | TNPBL | \$0.65 | NA | \$0.51 | NA | \$0.49 | \$0.6441 | \$0.71 | \$0.7046 | NA | |
| NRC - Disconnect Charge | TNPBL | \$0.07 | NA | NA | NA | \$0.05 | \$0.0844 | \$0.50 | NA | NA | |
| RCF, per number ported (Residence Line) | TNPRL | \$2.13 | NA | \$2.03 | NA | \$2.29 | \$2.34 | \$1.66 | \$2.17 | \$1.25 | |
| NRC | TNPRL | \$0.65 | NA | \$0.51 | NA | \$0.49 | \$0.6441 | \$0.71 | \$0.7046 | NA | |
| NRC - Disconnect Charge | TNPRL | \$0.07 | NA | NA | NA | \$0.05 | \$0.0844 | \$0.50 | NA | NA | |
| RCF, add'l capacity for simultaneous call forwarding, per additional path | NA | \$0.32 | NA | \$0.2836 | NA | \$0.38 | \$0.3838 | \$0.32 | \$0.3854 | \$0.50 | |
| RCF, per service order, per location | (++) Bus = TNPBD Res = TNPDR | | | | | | | | | | |
| NRC - 1st | TNP++ | \$1.44 | NA | \$2.10 | NA | \$2.02 | \$2.84 | \$2.73 | \$1.37 | \$25.00 | |
| NRC - Disconnect - 1st | TNP++ | \$1.44 | NA | \$2.10 | NA | \$2.02 | \$2.84 | \$2.73 | \$1.37 | \$25.00 | |
| NRC - Disconnect - Add'l | TNP++ | \$1.44 | NA | NA | NA | \$2.01 | \$2.84 | NA | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - 1st | TNP++ | \$1.44 | NA | NA | NA | \$2.01 | \$2.84 | NA | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$27.37 | NA | NA | NA | \$18.14 | \$25.52 | \$45.80 | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - Disconnect - 1st | SOMAN | \$27.37 | NA | NA | NA | \$18.14 | \$25.52 | \$45.80 | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | \$17.77 | NA | NA | NA | \$11.41 | \$18.06 | NA | \$44.70 | NA | |
| DID, per number ported, Residence - NRC | TNPDR | \$1.18 | NA | \$0.93 | NA | \$0.89 | \$1.17 | \$2.25 | \$2.25 | NA | |
| DID, per number ported, Residence - NRC - Disconnect | TNPDR | \$1.18 | NA | NA | NA | \$0.90 | \$1.17 | NA | NA | NA | |
| DID, per number ported, Business - NRC | TNPDB | \$1.18 | NA | \$0.93 | NA | \$0.89 | \$1.17 | \$2.25 | \$2.25 | NA | |
| DID, per number ported, Business - NRC - Disconnect | TNPDB | \$1.18 | NA | NA | NA | \$0.90 | \$1.17 | NA | NA | NA | |
| DID, per service order, per location | | | | | | | | | | | |
| NRC - 1st | TNPDR | \$1.44 | NA | \$2.10 | NA | \$2.02 | \$2.84 | \$2.73 | \$1.37 | NA | |
| NRC - Disconnect - 1st | TNPDR | \$1.44 | NA | \$2.10 | NA | \$2.02 | \$2.84 | \$2.73 | \$1.37 | NA | |
| NRC - Disconnect - Add'l | TNPDR | \$1.44 | NA | NA | NA | \$2.01 | \$2.84 | NA | \$44.70 | NA | |
| NRC - Incremental Charge - Manual Service Order - 1st | TNPDR | \$1.44 | NA | NA | NA | \$2.01 | \$2.84 | NA | \$44.70 | NA | |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$27.37 | NA | \$18.94 | NA | \$18.14 | \$25.52 | \$45.80 | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - Disconnect - 1st | SOMAN | \$27.37 | NA | NA | NA | \$18.14 | \$25.52 | \$45.80 | NA | NA | |
| NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | \$17.77 | NA | NA | NA | \$11.41 | \$16.06 | NA | NA | NA | |
| DID, per trunk termination, Initial | TNPTR | \$17.77 | NA | NA | NA | \$11.41 | \$16.06 | NA | NA | NA | |
| DID, per trunk termination, Initial - NRC | TNPTR | \$11.84 | NA | \$10.73 | NA | \$12.46 | \$13.78 | \$11.43 | \$13.16 | NA | |
| DID, per trunk termination, Initial - Disconnect | TNPTR | \$173.73 | NA | \$135.47 | NA | \$129.69 | \$171.68 | \$217.88 | \$218.03 | NA | |
| DID, per trunk termination, Subsequent | TNPTR | \$50.43 | NA | NA | NA | \$37.85 | \$49.86 | NA | NA | NA | |
| DID, per trunk termination, Subsequent - NRC | TNPTR | \$11.84 | NA | \$10.73 | NA | \$12.46 | \$13.78 | \$11.43 | \$13.16 | NA | |
| DID, per trunk termination, Subsequent - Disconnect | TNPTR | \$51.35 | NA | \$39.53 | NA | \$37.85 | \$50.69 | \$73.56 | \$73.63 | NA | |
| DID, per trunk termination, Subsequent - Disconnect | TNPTR | \$25.00 | NA | NA | NA | \$18.75 | \$24.71 | NA | NA | NA | |

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1. Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Docket 950737-TP. (FL)

2. BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

**Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to pre-ordering, ordering and provisioning and maintenance and repair.

1.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to CLEC-1 that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

<http://www.interconnection.bellsouth.com>.

1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to CLEC-1 may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above. To the extent that CLEC-1 requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of CLEC-1, BellSouth will not assess CLEC-1 additional charges beyond the rates and charges specified in this Agreement.

1.4 All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operations Support Systems

2.1 BellSouth shall provide CLEC-1 access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual interfaces. The OSS functions available to CLECs through the electronic interfaces are:

2.1.1 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, CLEC-1 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, CLEC-1 shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to CLEC-1. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that CLEC-1 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.1.2 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, and the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface or the TAG ordering interface may be integrated with the TAG pre-ordering interface by CLEC-1. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Service Trouble Reporting and Repair (a.k.a Maintenance and Repair). Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth also offers ECTA functionality through the

machine-to-machine EC-CPM/TA interface. If CLEC-1 requests BellSouth to repair a trouble after normal working hours, CLEC-1 will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth and CLEC-1 agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this Agreement which may be accessed via the Internet @ <http://www.interconnection.bellsouth.com>

- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document and as it is amended from time to time during this Agreement.
- 2.3 BellSouth's Versioning Policy for Industry Standard Machine-to-Machine Electronic Interfaces. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine and its human-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This policy is set forth in the CCP document and as it is amended from time to time during this Agreement.
- 2.4 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.
3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.
- 3.2 Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to

adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
 - 3.3.1.3 Notify CLEC-1 after the disconnect order has been completed.
- 3.4 Release of Facilities. When a customer of CLEC-1 or BellSouth elects to change his/her carrier to the other Party, the Party providing service shall release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

- 3.7 Cancellation Charges. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 3.8 Expedite Charges. For expedited requests by CLEC-1, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

Attachment 7

Billing

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BILLING

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that U.S. South requests. BellSouth will bill and record in accordance with this Agreement those charges U.S. South incurs as a result of U.S. South purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from U.S. South, U.S. South shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, U.S. South will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of U.S. South. U.S. South shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by U.S. South from U.S. South's customer. BellSouth will not become involved in billing disputes that may arise between U.S. South and U.S. South's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from U.S. South, the total amount billed to U.S. South will not include those taxes or fees for which the CLEC is exempt. U.S. South will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of U.S. South.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. U.S. South will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to U.S. South. The procedures for discontinuing service to U.S. South are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by U.S. South of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to U.S. South that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to U.S. South at the billing address to discontinue the provision of existing services to U.S. South at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and U.S. South's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to U.S. South without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, U.S. South's services will be discontinued. Upon discontinuance of service on U.S. South's account, service to U.S. South's end users will be denied. BellSouth will reestablish service at the request of the end user or U.S. South for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. U.S. South is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, U.S. South will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release U.S. South from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in U.S. South's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.9 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMD5) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **Billing Disputes**

- 2.1 Billing disputes shall be handled pursuant to the terms of this section.

- 2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 2.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.
3. **RAO Hosting**
- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to U.S. South by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 U.S. South shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to U.S. South on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 U.S. South must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from U.S. South to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO

- code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of U.S. South and will coordinate all associated conversion activities.
- 3.5 BellSouth will receive messages from U.S. South that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from U.S. South.
- 3.7 All data received from U.S. South that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from U.S. South that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by U.S. South and will forward them to U.S. South on a daily basis.
- 3.10 Transmission of message data between BellSouth and U.S. South will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and U.S. South will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 U.S. South will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for U.S. South to send data to BellSouth more than sixty (60) days past the message date(s), U.S. South will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and U.S. South to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or U.S. South) identified and agreed to, the company responsible for creating the data (BellSouth or U.S. South) will make every effort

to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from U.S. South, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify U.S. South of the error condition. U.S. South will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, U.S. South will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide U.S. South with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for U.S. South are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and U.S. South for the purpose of data transmission. Where a dedicated line is required, U.S. South will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. U.S. South will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 3.18.4 All equipment, including modems and software, that is required on the U.S. South end for the purpose of data transmission will be the responsibility of U.S. South.
- 3.19 Intercompany Settlements Messages
- 3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by U.S. South as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between U.S. South and the involved company(ies), unless that company is participating in NICS.
- 3.19.2 Both traffic that originates outside the BellSouth region by U.S. South and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by U.S. South, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by U.S. South, involves a company other than U.S. South, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.19.3 Once U.S. South is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of U.S. South. BellSouth will distribute copies of these reports to U.S. South on a monthly basis.
- 3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of U.S. South. BellSouth will distribute copies of these reports to U.S. South on a monthly basis.
- 3.19.6 BellSouth will collect the revenue earned by U.S. South from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of U.S. South. BellSouth will remit the revenue billed by U.S. South to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on U.S. South. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to U.S. South via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.19.7 BellSouth will collect the revenue earned by U.S. South within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents

(\$0.05), on behalf of U.S. South. BellSouth will remit the revenue billed by U.S. South within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to U.S. South via a monthly CABS miscellaneous bill.

BellSouth and U.S. South agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. Optional Daily Usage File

- 4.1 Upon written request from U.S. South, BellSouth will provide the Optional Daily Usage File (ODUF) service to U.S. South pursuant to the terms and conditions set forth in this section.
- 4.2 U.S. South shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a U.S. South customer.
- 4.4 Charges for delivery of the ODUF will appear on U.S. Souths' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of U.S. South will be the responsibility of U.S. South. If, however, U.S. South should encounter significant volumes of errored messages that prevent processing by U.S. South within its systems, BellSouth will work with U.S. South to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the Optional Daily Usage Feed.
 - 4.7.1 Usage To Be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to U.S. South:
 - Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to U.S. South.

4.7.1.4 In the event that U.S. South detects a duplicate on ODUF they receive from BellSouth, U.S. South will drop the duplicate message (U.S. South will not return the duplicate to BellSouth).

4.7.2 Physical File Characteristics

4.7.2.1 ODUF will be distributed to U.S. South via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and U.S. South for the purpose of data transmission. Where a dedicated line is required, U.S. South will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. U.S. South will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit

successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on U.S. South's end for the purpose of data transmission will be the responsibility of U.S. South.

4.7.3 Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to U.S. South which BellSouth RAO that is sending the message. BellSouth and U.S. South will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by U.S. South and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

4.7.4.1 U.S. South will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. U.S. South will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to U.S. South by BellSouth.

4.7.5 Control Data

4.7.5.1 U.S. South will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate U.S. South received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by U.S. South for reasons stated in the above section.

4.7.6 Testing

4.7.6.1 Upon request from U.S. South, BellSouth shall send test files to U.S. South for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that U.S. South set up a production (LIVE) file. The live test may consist of U.S. South's employees

making test calls for the types of services U.S. South requests on ODUF. These test calls are logged by U.S. South, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. Access Daily Usage File

5.1. Upon written request from U.S. South, BellSouth will provide the Access Daily Usage File (ADUF) service to U.S. South pursuant to the terms and conditions set forth in this section.

5.2. U.S. South shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3. ADUF will contain access messages associated with a port that U.S. South has purchased from BellSouth

5.4. Charges for delivery of ADUF will appear on U.S. South's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5. Messages that error in the billing system of U.S. South will be the responsibility of U.S. South. If, however, U.S. South should encounter significant volumes of errored messages that prevent processing by U.S. South within its systems, BellSouth will work with U.S. South to determine the source of the errors and the appropriate resolution.

5.6. Usage To Be Transmitted

5.6.1. The following messages recorded by BellSouth will be transmitted to U.S. South:

5.6.1.1. Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2. Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2. When U.S. South purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1. Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1. BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2. Originating from network element and carried by BellSouth (U.S. South is BellSouth's toll customer).

- 5.6.2.3 Terminating on network element and carried by Interexchange Carrier:
- 5.6.2.3.1 BellSouth will bill network element to U.S. South and send access record to U.S. South.
- 5.6.2.4 Terminating on network element and carried by BellSouth:
- 5.6.2.4.1 BellSouth will bill network element to U.S. South and send access record to U.S. South.
- 5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to U.S. South.
- 5.6.4 In the event that U.S. South detects a duplicate on ADUF they receive from BellSouth, U.S. South will drop the duplicate message (U.S. South will not return the duplicate to BellSouth.)
- 5.6.5 Physical File Characteristics
- 5.6.5.1 ADUF will be distributed to U.S. South via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and U.S. South for the purpose of data transmission. Where a dedicated line is required, U.S. South will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. U.S. South will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on U.S. South's end for the purpose of data transmission will be the responsibility of U.S. South.

5.6.6 Packing Specifications

- 5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to U.S. South which BellSouth RAO is sending the message. BellSouth and U.S. South will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by U.S. South and resend the data as appropriate.
- The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

- 5.6.7.1 U.S. South will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. U.S. South will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to U.S. South by BellSouth.

5.6.8 Control Data

- 5.6.8.1 U.S. South will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate U.S. South received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by U.S. South for reasons stated in the above section.

5.6.9 Testing

- 5.6.9.1 Upon request from U.S. South, BellSouth shall send a test file of generic data to U.S. South via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTHLEC-1 RATES
ODUF/ADUF/CMDS

Attachment 7
 Exhibit A
 Rates - Page 1

| DESCRIPTION | USOC | RATES BY STATE | | | | | | | | | | | |
|---|------|----------------|---------|-------------|-------------|-----------|-------------|----------|-------------|---------|--|--|--|
| | | AL | FL | GA | KY | LA | MS | NC | SC | TN | | | |
| ODUF: Recording, per message | N/A | \$0.0002 | \$0.008 | \$0.001275 | \$0.000611 | \$0.00019 | \$0.0001179 | \$0.0003 | \$0.0002862 | \$0.008 | | | |
| ADUF: Message Processing, per message | N/A | \$0.0033 | \$0.004 | \$0.0082948 | \$0.0032357 | \$0.0024 | \$0.0032089 | \$0.0032 | \$0.0032344 | \$0.004 | | | |
| CMDS: Message Processing, per message | N/A | \$0.004 | \$0.004 | \$0.0136327 | \$0.004 | \$0.004 | \$0.004 | \$0.004 | \$0.004 | \$0.004 | | | |
| ODUF: Message Processing, per magnetic tape provisioned | N/A | \$55.19 | \$54.95 | \$28.85 | \$55.68 | \$47.30 | \$54.82 | \$54.81 | \$54.72 | \$54.95 | | | |
| ADUF: Data Transmission (CONNECT-DIRECT), per message | N/A | \$0.00004 | \$0.001 | \$0.0000434 | \$0.0000385 | \$0.00003 | \$0.0000354 | \$0.0004 | \$0.000357 | \$0.001 | | | |
| CMDS: Data Transmission (CONNECT-DIRECT), per message | N/A | \$0.001 | \$0.001 | \$0.0000434 | \$0.001 | \$0.001 | \$0.001 | \$0.001 | \$0.001 | \$0.001 | | | |

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
U.S. South
BellSouth Standard Interconnection Agreement

| | |
|----------------------------------|-----------------------------------|
| Agreement Effective Date: | Agreement Expiration Date: |
| Account Manager: | Account Manager Tel No: |

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|-----------------------------------|---------------------------|-------------------------|---------------------------|
| Terms/Conditions | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
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AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
U.S. South
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|------------------------------|----------------|--------------|--------------------|
| | 28 | | |
| | 29 | | |
| | 30 | | |
| | 31 | | |
| | 32 | | |
| | 33 | | |
| 1-Resale | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
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| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| | Exhibit F | | |
| 2-Network Elements & Oth Sys | 1 | | |
| | 2 | | |
| | 3 | | |
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| | 5 | | |
| | 6 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
U.S. South
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|---------------------------|-------------------|-----------------|--------------------|
| | 7 | | |
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| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| 3-Local Interconnection | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| 4-Physical Collocation | 1 | | |
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| | 6 | | |
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| | 8 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
U.S. South
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| 5-Access to Numbers/Num Portability | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| 6-Pre-Ordering, Ordering/ Provisioning/Maint/Repair | 1 | | |
| | 2 | | |
| | 3 | | |
| 7-Billing | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | Exhibit A | | |
| 8-ROW/Conduits/PoleAtt | 1 | | |
| 9-Perf Measurement | | | |
| 10-Agrmt Implementation Template | | | |
| 11-Disaster Recovery | | | |

Version 3Q00:09/29/00

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

| | |
|----------------------------------|-----------------------------------|
| Agreement Effective Date: | Agreement Expiration Date: |
| Account Manager: | Account Manager Tel No: |

| Attachment Name | Section No. | Version Date | Planned Activities |
|--------------------|----------------|-----------------|--------------------|
| Terms/Conditions | 1 | | |
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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|-------------------------------------|-------------|--------------|--------------------|
| | 28 | | |
| | 29 | | |
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| | 31 | | |
| | 32 | | |
| | 33 | | |
| 1-Resale | 1 | | |
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| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| | Exhibit F | | |
| 2-Network Elements & Other Services | 1 | | |
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| | 3 | | |
| | 4 | | |
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| | 6 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|-------------------------|-------------|--------------|--------------------|
| | 7 | | |
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| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| 3-Local Interconnection | 1 | | |
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| | 7 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| 4-Physical Collocation | 1 | | |
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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|-------------------------------------|-------------|--------------|--------------------|
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| 5-Access to Numbers/Num Portability | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| 6-Pre-Ord/Ord/Prov/Main/ Repair | 1 | | |
| | 2 | | |
| | 3 | | |
| 7-Billing | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | Exhibit A | | |
| 8-ROW/Conduits/PoleAtt | 1 | | |
| 9-Perf Measurement | | | |
| 10-Agmt Implementation Template | | | |
| 11-Disaster Recovery Plan | | | |

Attachment 11
BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

**2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING**

For

CLECS

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| 3.2 Environmental Concerns | 6 |
| 4.0 The Emergency Control Center (ECC) | 6 |
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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that U.S. South is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. U.S. South also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when U.S. South makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when U.S. South makes a request of BellSouth to provide a new or custom capability or function to meet U.S. South's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between U.S. South and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by U.S. South and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a U.S. South's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to U.S. South's Account Executive.
- 4.0 U.S. South may cancel a BFR or NBR at any time. If U.S. South cancels the request more than three (3) business days after submitting it, U.S. South shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If U.S. South does not cancel a BFR or NBR, U.S. South shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from U.S. South, BellSouth shall respond to U.S. South by providing a preliminary analysis of such Interconnection, Network Element, or other

- facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.
- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, U.S. South must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, U.S. South may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 Unless U.S. South agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

**UNBUNDLED COPPER LOOP – NON DESIGNED (UCL-ND)
AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND DSLnet COMMUNICATIONS, LLC
DATED DECEMBER 1, 2001**

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and DSLnet Communications, LLC ("DSLnet") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and DSLnet dated December 1, 2001 (the "Interconnection Agreement") in order to incorporate rates, terms and conditions for Unbundled Copper Loop-Non Designed (UCL-ND) set forth in a settlement agreement accepted by the Georgia Public Service Commission ("PSC") in Docket Number 11900-U on April 3, 2001 ("Settlement Agreement");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and DSLnet hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the terms and conditions for UCL-ND as set forth below:

- 1.1. The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
- 1.2. The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.

- 1.3. The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, DSLnet can request Loop Make Up for which additional charges would apply.
- 1.4. Since this loop is not provisioned with a test point, BellSouth is unable to perform remote testing on the UCL-ND. Accordingly, DSLnet agrees to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a BellSouth dispatch if DSLnet reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.
- 1.5. BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
- 1.6. At an additional charge, BellSouth also will make available Loop Testing so that DSLnet may request further testing on the UCL-ND. The rates for Loop Testing are as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The Loop Testing rates in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are interim subject to retroactive true-up once the public service commissions in those states establish Loop Testing rates.
- 1.7. UCL-ND loops are not intended to support any particular service and may be utilized by DSLnet to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 1.8. The UCL-ND will be delivered to DSLnet's collocation space via a cross-connect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
- 1.9. Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

- 1.10. DSLnet may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
- 1.11. The provisioning interval for the UCL-ND will be listed in BellSouth's Interval Guide.
- 1.12. Cancellation and Expedite charges may be applied according the terms and conditions of DSLnet's interconnection agreement.
- 1.13. When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR73600 until the loop is disconnected by the CLEC or the end-user.

2. Those rates, terms and conditions in the Settlement Agreement accepted by the Georgia PSC in Docket No. 11900-U for UCL-ND are as set forth in Exhibit 1-GA attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Georgia are interim subject to retroactive true-up once the Georgia PSC establishes permanent rates for the UCL-ND.

3. The UCL-ND will be made available in Alabama, Florida, Kentucky, Louisiana (TSP00268), Mississippi, and South Carolina at the rates as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, and Exhibit 1-SC attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina are interim subject to retroactive true-up once the public service commissions in those states establish recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop, which shall be used as a surrogate for the UCL-ND. The SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

4. The UCL-ND will be made available in North Carolina and Tennessee using the commission-approved rates for the SL-1 loop as a surrogate as set forth in Exhibit 1-NC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 loop will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

5. The rates for each state in Exhibit 1 of Attachment 2 of the Interconnection Agreement are hereby amended to include the rates and rate elements for UCL-ND as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.

6. Any rate in the Interconnection Agreement that is not expressly replaced by the rates set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN as described in paragraphs 2, 3 and 4 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated December 1, 2001 shall remain in full force and effect.

8. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the applicable PSC or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: CW Boltz

Title: Managing Director

Date: 10-10-01

DSLnet Communications, LLC

By: Woody Bluenig

Title: Assistant Vice President

Date: 9/28/01

Unbundled Network Elements
ALABAMA

Exhibit 1-A
Attachment 2

| UNBUNDLED NETWORK ELEMENT | Interim | Zone | ICS | USOC | RATES | | | | OSS RATES | | | | | | | |
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